



Office of Command Counsel Newsletter

April 1997, Volume 97-2

Newsletter Gets Facelift

From the Editor:

Overcoming my resistance and inability to change, I thank CPT Joe Edgell for his efforts to create a newsletter which will be sent electronically to you, our readers. I still can't believe we're doing this!

The new format will have several key features. Breaking stories will be found on the first page. The first page will also contain notes from the editor, and a quick reference to other sections.

On page two you will find

a complete list of attachments.

If you are lucky enough to be viewing the newsletter electronically, you will find that all attachments are linked electronically to the comprehensive list on page two.

What does this mean to you? All you need to do is click on the attachment with your mouse, and voila, you jump directly to that attachment! Stories that extend to several columns or pages will be linked so that you only need to click your mouse to

read the whole story from beginning to end.

Later in the newsletter, you will find sections devoted to the substantive areas of law you normally find; this includes acquisition, labor and employment, environment, ethics, intellectual property, and any thing else that needs highlighting that issue.

We are still experimenting with format. Some features we like may stay, others we don't may go. Your feedback, as always, is appreciated. Enjoy the new newsletter!

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Command Counsel Goes Live on World Wide Web

CPT Joe Edgell, General Law Division, DSN 767-2306, recently completed his exceptional work in designing and compiling information for the Office of Command Counsel Home Page which went on line the week of 31 March. Joe worked tirelessly to get us off to a great start with an accessible, user-friendly website that contains a tremendous amount of substantive information.

This effort will serve as a model for all of our legal offices as we use this medium to reach out to our clients and customers and as we expand our abilities to communicate with each other. A great job, CPT Edgell!

Our home page is linked to the AMC home page or it can be accessed directly:

http://www.dtic.mil/amc/command_counsel/

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Femino Named Deputy Command Counsel

Dominic A. Femino, Jr. has been appointed as the new AMC Deputy Command Counsel. He joined the Office of Command Counsel effective 31 March after serving as Chief Counsel, Vint Hill Farms Station. Nick has been

a major participant in shaping numerous Command Counsel initiatives for many years. He is an experienced leader who brings vision, dedication, and hard work to our Headquarters. Congratulations, Nick!

List of Enclosures

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Contributions are encouraged. Please send them electronically as a Microsoft® Word® file to sklatsky@hqamc.army.mil

Check out the Newsletter on the Web at www.dtic.mil/amc/command_counsel/

Acquisition Law Focus

Agency Level Protest Procedures

Tips for Agencies Establishing Protest Procedures And Factors Potential Protesters Should Consider In Selecting A Forum

Jeff Kessler, HQ AMC Protest Litigation Group counsel, DSN 767-8045, wrote the above-captioned article which appeared as the Feature Comment of the February 19, 1997 The Government Contractor. The article highlights the extremely successful AMC-

Level Protest Program, offers insight to those seeking to establish a protest resolution process at the agency level, and analyzes issues that commonly arise (Encl 1). This article is reprinted with permission from The Government Contractor Advisory Board.

Reviewing Solicitation Clauses Made Easy

MICOM's Dayn Beam, DSN 786-8195, has created a system that can be used to quickly check either an individual clause or the entire action for applicability and currency. It can be used as a tool to supplement individual knowledge and research. Mr. Beam suggests that at first the user read the actual FAR/DFARS prescription until the system summary can key your memory on the less used provisions and clauses. While the system is now electronically available via a disc, Mr. Beam recommends that the user work from a hard copy when

performing a complete package review.

For maximum efficiency, the following procedure is recommended for a complete clause review:

a. During normal review of the solicitation (or award if solicitation is not reviewed under this system) photocopy section I and L reference clauses and record on a separate piece of paper all full text and other reference (E, F and K) clauses. The exact method is not important so long as you have a complete list of clauses giving number and date (to include all alternates). One short cut

continued on page 5.....

OMA Funds & BDUs

Major Dave Harney, HQ AMC Business Law counsel, DSN 767-8003, recently wrote an opinion that it is appropriate for OMA funds to be used to purchase 27 sets of Desert BDUs for AMC soldiers going TDY.

OMA funds are normally used to purchase Organizational Clothing and Individual Equipment (OCIE), (CTA 50-900, para. 9; DFAS-IN 37-100-96, chapter 321). Military Personnel, Army (MPA) funds are used for initial clothing allowances and clothing replacement (CTA 50-900, para. 8). Desert BDUs are considered OCIE and must be purchased with OMA funds (CTA 50-900, Table 4).

These uniforms are also subject to the accountability procedures in AR 710-2 which require soldiers receiving the uniforms to sign hand receipts while the items are in their possession and to return them at the end of the mission (CTA 50-900, para. 4.o). The procedures in DOD Instruction 4000.19, Interservice and Intragovernmental Support, should be followed.

Acquisition Law Focus

Contracting Officer's Statements in Bid Protests

C BDCOM's **Lisa Simon**, DSN 584-1298, has prepared an excellent paper, "Ten Tips For A Great Contracting Officer's Statement", which she describes as the single most important document in a bid protest administrative report. It is the best opportunity to tell your side and to convince the GAO that the decision by the contracting officer is correct. Ms. Simon's suggestion to the contracting officer is to "...think of your Statement as a story" (Encl 2).^c

Funding Requirements For Indefinite Quantity Contracts (IDQC)

T ACOM's **Wendy Saigh**, DSN 786-8002, has written a memorandum addressing potential Anti-Deficiency Act problems when IDQC contracting is used. The paper highlights that a specified minimum quantity must be ordered and funds for this minimum must be obligated. It is incorrect to believe that they could be ordered at any time during the first year — it must be ordered at the time of contract award (Encl 7).^c
April 1997

Cash for Frequent Fliers?

No Availability of Army Appropriations to Pay Cash Awards for Employees Who Enroll in Commercial "Frequent Flyer" Programs.

E **l i z a b e t h Buchanan**, Business Law Group Team Leader, DSN 767-7572, provides a memorandum from the Army Deputy General Counsel (Ethics & Fiscal) dated 14 March 1997 addressing the availability of Army appropriations to pay cash awards to employees who enroll in commercial "Frequent Flyer" programs.

That memorandum concludes that Army appropria-

tions may NOT be used to pay cash awards to employees who enroll in commercial "Frequent Flyer" programs because cash awards must be paid for superior accomplishment or other personal effort contributing to the efficiency, economy or other improvement of Government operations.

Enrolling in a "Frequent Flyer" program does not entail that quality or degree of personal effort warranting a cash award (Encl 6).^c

Changes to DoD 5105.38-M, Security Assistance Management Manual (SAMM)

S ecurity Assistance practitioners should note that two significant changes to the SAMM have been published and are effective as of 31 December 1996. The first change (paragraph 8021.F) provides guidance in implementation of the direct exchange repair program authorized by section 152(a) of Pub-

lic Law 104-164 [110 Stat, 1438-1439 (1996)]. The second change (paragraph 80207 and revised SAMM Table 802-2) includes new guidance on the processing of Supply Discrepancy Reports (formerly known as Reports of Discrepancies). The POC is **Larry D. Anderson**, International Law counsel, DSN 767-8040 (Encl 3).^c

Acquisition Law Focus

Best Value Source Selection

T ACOM-ARDEC counsel **Jerry Williams**, DSN 880-6455, has prepared a paper on the relationship among source selection, best value and the Revised A-76 Handbook process. The paper reflects Mr. Williams' experience working with the PM Paladin on the Fleet Management Initiative (Encl 4). The basic thesis of the article is that the Revised A-76 Handbook appears to have fallen considerably short of the mark in its attempt to interject best value contracting into the A-76 process.

Contractor Technical Experts in Germany

HQ AMC's LTC **Paul Hoburg**, DSN 767-2552, provides a point paper on contractor "technical experts" in Germany. Several AMC activities have experienced difficul-

.....continued from page 3

is to assume all FAR clauses are dated APR 84 and all DFARS clauses are dated DEC 91 unless otherwise noted on your list. This list should be kept with your review comments as it will speed up your award review and provide an accurate record of what the reviewer saw and approved. Often the file will not reflect the document submitted for review only; the document as revised. It is then impossible at a later time to establish what was seen or not seen by the reviewer. This is especially useful when the document is to be processed through the PADDs system, as errors in the documents so generated are, for whatever reason, not uncommon.

b. The list now can be checked in 30 to 45 minutes by someone familiar with this system. With use

ties in this area as a result of recent challenges by German authorities to the designation of contractor employees as tech experts. All acquisition counsel should be aware of the issues in this area and of a recent DFARS change that impacts award of contracts which call for U.S. contractor employees to perform services in Germany (Encl 5).

you will begin to skip whole parts depending upon type of contract or method of acquisition. The following are essential items of information which should be determined prior to your review. Mr. Beam notes these items at the top of the review sheet for quick reference:

(1) Contract type: FP, FPI, FPEA, CPFF, CPIF, Cost-No-Fee, CPAF, T&M, L-H, IQ, Requirements, etc. including type of effort (services, supplies, R&D, CON, mix, etc.).

(2) Dollar value of total action and largest subcontract (by individual CLINS if different contract types are involved).

(3) Are FMS requirements involved or is performance outside the U.S. likely. If performance outside U.S. is possible you must know if performance (to include recruiting personnel) will be entirely Outside the U.S.

(4) Any restriction on responsible sources: J&A basis, 8a, SB, etc.

c. You can now flip through the clause list skipping parts and individual clauses as you become familiar with the system and mark your list as errors are noted.

Employment Law Focus

MSPB Reverses Removal Based on Sleeping Disorder

In Spencer v. Department of Navy, 97 FMSR 5004, Jan 3, 1997, the appellant's removal, based on a sleeping disorder, was reversed because the agency failed to prove that his condition caused either deficiencies in his performance or a high probability of hazard to himself or others.

The agency removed the appellant and he filed an appeal, claiming that he was not disabled from performing his duties and raising the affirmative defense of disability discrimination. The AJ affirmed the agency's removal action.

The AJ found that the appellant's obstructive sleep apnea, which frequently caused the appellant to fall asleep at work, posed a high probability of hazard to himself and others. He determined that this condition rendered him unable to perform the duties of his position.

In addition, he rejected the appellant's claim of disability discrimination, finding that his condition could not be accommodated. The appellant petitioned for review. The Board granted review and reversed the initial decision.

The Board explained that, in order to remove the appellant for that charge, the agency had to establish a nexus between his medical condition and either: (1) observed deficiencies in his performance, or (2) a high probability of hazard that could result in injury to himself or others.

As to the first one, the Board found that his satisfactory performance appraisals provided sufficient evidence to rebut the agency's claim that he was unable to perform his duties. In addressing the second one, the Board determined that there was insufficient evidence that he slept on duty or that his condition interfered with the safe performance of his duties. Therefore, the Board concluded that the agency failed to prove the charge.

Labor Relations Issues in Contracting Out

Linda B.R. Mills, AMC Employment Law Team, DSN 767-8049, has prepared an excellent treatise on this very important issue — subtitled: “Yes, No, Yes, No, Maybe or Are Contracting Out Proposals Negotiable”. The paper supplemented a presentation Ms. Mills used at the recent Society of Federal Labor Relations Professionals (SFLRP) Symposium (Encl 8).

Privatization, Outsourcing, Contracting Out

Cassandra Tsintolas Johnson, HQ AMC Employment Law Team, prepared the enclosed paper, which highlights important legislative and regulatory developments, as part of the SFLRP presentation described in paragraph 4a above (Encl 9).

Taken together, these two papers represent an excellent compendium of the statutory, regulatory, and labor relations issues faced by those seeking to effectuate Administration policies to reduce the size of government and to make government agencies more efficient.

Employment Law Focus

Agency Removal for AWOL Was Proper

In Bryant v. National Science Foundation, 97 FMSR, Jan 25, 1997, the Federal Circuit Court affirmed the Board's decision, finding that the agency properly removed the petitioner for excessive lateness.

The petitioner's Division participated in the agency's Flexitime Program which allowed employees, with fixed work schedules, to report to work either 15 minutes before or 15 minutes after their scheduled start time. The supervisor advised the petitioner that due to numerous instances of tardiness, she would no longer be permitted to participate in the Flexitime Program. In addition, the pe-

tioner would be charged with one hour absence without official leave (AWOL) for each time she reported late.

Subsequently, the petitioner requested and was granted a later start time. Still, the petitioner was tardy 33 times on AWOL and was granted a later start time. Nevertheless, the petitioner was again late 23 times in a 17 week period. Based on her pattern of lateness, the agency removed her. She appealed and the AJ affirmed the agency's action.

He found that the agency was under no obligation to excuse her lateness and rejected her Family and Medical Leave Act argument because she never requested leave under that Act. ©

Computer Operator's Comments Did Not Constitute Threats

In Powell v. Department of Justice, 97 FMSR 5011, Jan 9, 1997, a majority of the MSPB ruled that the employee's threat to kill 5 employees, made in a conversation with a employee assistance program coordinator, did not meet the standards set forth in Metz v. Department of Treasury, 86 FMSR 7001. Thus, the removal was overturned.

In Metz, the Federal Circuit stated that the MSPB must "use the connotation that a reasonable person would give to the words to determine if the words constituted a threat". Several factors go into this analysis: (1) listener's reactions; (2) listener's apprehension of harm; (3) speaker's intent; (4) conditional nature of the statements; and (5) attendant circumstances. ©

BRAC-Private Companies and Federal Unions

The American Federal of Government Employees (AFGE) represented employees at the former Naval Air Warfare Center, Indianapolis, being closed under BRAC. The city was allowed to seek bids from companies willing to keep the Center open. Hughes Technical Service Company was selected, agreeing to retain the majority of

the Center's workforce. AFGE petitioned for and won exclusive recognition of the hourly employees for the Company. This is the first time that a purely Federal union has won recognition with a private company, and subsequently negotiated a collective bargaining agreement. Some background and a summary of the parties' agreement is enclosed (Encl 10). ©

Hope you're making plans to meet your colleagues at the
1997 AMC
Continuing Legal Education Program

June 16-20
Radisson Mark Center
Alexandria, Virginia

Employment Law Focus

Principles of Behavior in Labor-Management Partnership

The National Partnership Council developed a list of principles to guide the partnership relationship between labor and management. (Editor's Note: In re-reading this list, it appears that it also represents a good guide to any interpersonal relationship). POC is **Stephen A. Klatsky**, DSN 767-2304.

1. Let the other side know of planned actions/events in advance so that they will not be surprised or feel "tricked" or betrayed.

2. Communicate openly with the other side without unexpressed interests.

3. Maintain contact and keep lines of communication open, even in the face of serious disagreements.

4. Carefully consider the impact of your own words and actions on the other side and on the relationship.

5. Use fact and logic to support assertions.

6. Test assumptions about the other side's thoughts and motives before acting on assumptions.

7. Understand that labor and management play different roles and do not take such role playing personally or as an indication that the other side is acting in bad faith.

8. Agree not to agree on some issues without judging the other side.

9. Remain unconditionally constructive even when the other side does not.

10. Treat individual issues on their own merits independently of other issues.

11. Value the partnership relationship as an absolute plus, independent of the individual outcomes it may or may not produce.

12. Initiate one-on-one discussions, directly and in a timely manner, with the person whose behavior does not appear to be consistent with one or more of the principles.

13. Use the National Partnership Council as a forum for discussion of perceived inconsistent behavior, and share the resolution with interested parties, as necessary and appropriate (acknowledgments, remedies, apologies, recommendations, etc.).

Environmental Law Focus

Cultural Resources Management Cooperative Agreements

The November 96 ELD Bulletin has an article by MAJ Tom Ayres regarding ***New Cooperative Agreement Authority to Manage Cultural Resources***. It mentioned that the National Defense Authorization Act for Fiscal Year 1997 gives military land managers another tool to manage cultural resources on their installation.

The National Defense Authorization Act for Fiscal Year 1997, Pub. L. No. 104-201, 110 Stat. 2422, Section 2862 (1996) adds section 2684 to Chapter 159 of Title 10 of the United States Code to give the Secretary of Defense and the Secretaries of the military departments new authority to enter cooperative agreements.

Cooperating Agency Status on BRAC NEPA Documents

During the development of NEPA documentation for the disposal and reuse of BRAC properties, state and local agencies have sometimes requested to be designated a Cooperating Agency. Enclosed is a Memorandum

The cooperative agreements may be made with a "State, local government or other entity for the preservation, maintenance, and improvement of cultural resources on military installations and for the conduct of research regarding the cultural resources." *id.* All contemplated cooperative agreements benefitting Army installations under this new provision will be reviewed by the Environmental Law Division prior to being forwarded to the Secretary of the Army for signature.

The ELD and the Army Environmental Center has provided additional details on what should be included in such agreement, Encl 21. ©

of Agreement recently concluded with a state and county for designating them cooperating agencies with relation to the BRAC disposal and reuse environmental impact statement, Encl. 22. ©

Who You Gonna' Call?

Who does what on the AMC Command Counsel Environmental & Real Estate Law Team? With the departure of Melinda Loftin from our office, and the increasing work load related to BRAC and real estate actions, we have adjusted and reassigned various environmental functional areas and responsibilities for real estate/BRAC actions for specific installation. Team attorney responsibilities are at Encl 19 and installation responsibilities at Encl 20. Keep posted to the AMC Command Counsel Home Page, where we make future changes, as necessary. ©

Environmental Law Division Bulletins

ELD Bulletins for February and March 97 are provided (Encl 17 and 18) for those who have not yet signed up for or do not have access to the LAAWS Environmental Forum or have not received an electronic version. They, as well as previous ELD Bulletins, are also accessible from the AMC Command Counsel Home Page. ©

Environmental Law Focus

DLA Environmental Products Catalogue

The latest DLA Environmental Products Catalogue was published December 1996. DLA has hundreds of environmental products in its supply system ranging from citrus-based degreasers and complete antifreeze recycling systems to natural resource conservation products.

Purchasing these products can help you meet your

organization's goals in: (1) Reducing hazardous waste, (2) Eliminating use of ozone-depleting chemicals, (3) Protecting your employees, and (4) Saving money.

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Copies of the catalog can be obtained from: 1-800-352-2852. Products from this catalogue are a GREAT way to promote pollution prevention. Please pass this information on to appropriate acquisition, logistics, and purchasing officials.

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IP Focus

Correcting Inventorship at Patent Office

TACOM Patent Counsel, **David Kuhn**, DSN 786-5681 submits an article highlighting a petition TACOM filed in the US Patent and Trademark Office to correct the inventorship in a patent application. A second inventor's name had to be added to the existing application. The petition required, among other things, the written permission of the assignee of the application. The US Government is the assignee of the application, and the Assistant Secretary of the Army for Research, Development and Acquisition is the authority who gives the consent.

Mr. Kuhn believes that this is the first time the AMC IP legal community has ever filed such a petition. For the benefit of other AMC IP lawyers, Mr. Kuhn submits sanitized versions of various documents associated with the petition (Encl 11). These include:

- The petition itself
- The first inventor's declaration supporting the petition
- The letter to the Assistant Secretary of the Army for Research, Development and Acquisition requesting consent to the proposed inventorship correction.

How to Lose An Administrative Law Case

1. File untimely submissions
2. Ignore regulatory board rules and regulations]
3. Forget the burden of proof evidentiary requirements
4. Try the case to the jury
5. Be silly (file waves of discovery requests)
6. Try to fool the Administrative Law Judge
7. Misrepresent the law
8. Fail to get to the point
9. Make unnecessary objections
10. Fail to listen
11. Forget when to shut up
12. Argue with AJ's rulings
13. Be unprepared

—from a lecture he heard by **Judge Tom Lanphear**, MSPB (Atlanta) Regional Director and Chief Administrative Judge

Ethics Focus

Waiver of Restriction of Use of Special Government Employees (SGES)

HQ AMC Ethics Counsel **Alex Bailey**, DSN 767-8004, has written a paper highlighting recent changes in the Federal Procurement Integrity Act as it relates to use of SGES. The waiver process, standards to meet and agency certification requirements are described (Encl 12).

Job Hunting and Post Government Employment Restrictions.

The CECOM Staff Judge Advocate Division has prepared a comprehensive summary of the important above-captioned issue, defining "seeking employment" and describing the rules in an easy-to-read manner (Encl 13).

Payment from Non-Federal Sources for Official Travel Expenses

CECOM's **LTC Craig L. Reinold**, DSN 992-4444, is the POC for this paper which includes a Report of Payment pursuant to 31 U.S.C. Sec 1353 (Encl 14).

CC Newsletter

Attendance at Meetings of National Service-Related Organizations

HQ AMC's **Alex Bailey** provides a point paper outlining the regulatory requirements applicable to this recurring issue. AR 1-211 and AR 210-1 are the primary regulations. Mr. Bailey describes several factors controlling the attendance decision (Encl 15).

Official Speaker Support to Non-Federal Entities

CECOM's **CPT Matt Mahoney**, DSN 992-4444, describes the requirements of the Joint Ethics Regulation as it pertains to the common occurrence of Army employees being asked to participate as speakers at meetings hosted/sponsored by non-Federal activities. Seven factors must be present in order for an agency to permit this participation (Encl 16).

Downsizing Report Card

In a report contained in the February 1997 issue of the Government Executive, author **Robert Goldenkoff** states that downsizing is ahead of the schedule mandated by the Federal Workforce Restructuring Act.

•The Federal government

Why They Sue

According to an ABA study of 11,000 malpractice suits:

Alleged Errors

- o Substantive 47%
- o Administrative 27%
- o Client Relations 17%
- o Intentional Wrong 9%

Among the Substantive Errors

- o Failure to know or properly apply the law 11%
- o Planning error/procedure choice 11%
- o Inadequate discovery/investigation 10%
- o Conflict of Interest 4%
- o Mathematical calculation error 0.4%

Among Administrative Errors

- o Procrastination in performance/failure to follow-up 9%
- o Failure to file document 3%
- o Clerical error 2%

Among Client Relations

- o Failure to obtain consent/inform client 10%
- o Failure to follow client's instructions 6%

Among Intentional Wrongs

- o Malicious Prosecution/Abuse of Process 4%
- o Fraud 3%
- o Libel or Slander 1%

is smaller than at any time in the last 30 years — 1.94 million, nearly 63,000 below the statutory target.

•Since 1993 the workforce has been reduced 11%. Some agencies: OPM 38%, GSA 23%, DoD 16%, NASA 15%, Agriculture 15%.

Faces In The Firm

Wedding Bells

We are happy to announce the marriage of CECOM Chief Counsel, **Kathryn T. Hoener** and Peter Szymanski. The ceremony took place in Kenosha, WI, on St. Patrick's Day, 17 March 1997. Our best wishes to the Bride and Groom!

Retirements

Ed Goldberg, Chief of **TACOM-ARDEC's** Intellectual Property Division, retired on 3 April 1997. Ed held that position for the past 10 years and before that he was a patent attorney at CECOM. Before entering government service, Ed was a patent attorney at ITT. We all wish Ed a long and happy retirement and sincerely hope that he draws the right cards in his bridge matches.

Arrivals and Departures

Arrivals

CECOM

Carrie J. Schaffner has joined the staff as labor counselor from the **IOC** Legal Office.

Welcome to **Marla Flack** who joined **CECOM's** Competition Management Division in March 1997. Marla came to CECOM from TACOM in 1989. She began in the Acquisition Center and moved to ARL in 1991.

April 1997

Bouncing Babies!

As an update of a previous report, Katherine Elizabeth, infant daughter of **Joe** and Laura **Picchiotti**, came home from the hospital on 16 March. She continues to improve and has attained the weight of two pounds!

Steve Kellogg (General Law/Installation Support Division) and his wife, Lai Leng, welcomed the birth of their daughter, Victoria Irene, on March 5. "She's a doll" (her two brothers think she's pretty cute, too).

Diane Travers of the HQ Business Law Division gave birth to a beautiful baby boy. Joshua R. Stromberg was born on March 24, 1997. Mom and baby are home on maternity leave.

IOC

Bridget Stengel has rejoined the office in the Acquisition Law Division. Bridget transferred from the Rock Island Arsenal Legal Office to join the IOC staff once again.

Departures

CECOM

Linda Daniels, Paralegal Specialist since January

Promotions

MICOM

We are very pleased to announce that effective 16 February, **Robert J. Spazzarini** has been appointed to the Senior Executive Service as Chief Counsel of **MICOM**.

IOC

Congratulations to each of the following attorneys:

T. Harrison has been promoted. T. is an attorney in the Acquisition Law Division.

Amy Armstrong has been promoted. Amy is an attorney in the General Law/Installation Support Division.

Sandy Bierman has been promoted. Sandy is an attorney in the Acquisition Law Division.

Steve Kellogg has been promoted. Steve is an attorney in the General Law/Installation Support Division.

1981, of **Vint Hill Farms Station**, Warrenton, VA, accepted a Paralegal Position in Contract Law Division, OTJAG.

William and **Catherine Anderson** will be leaving **CECOM** the 25th of April for the Pentagon. Will has accepted a GS1222-15 in the Office of The Secretary of the Air Force. The couple both began with CECOM in 1989, Kate as an Attorney Advisor in the Procurement Law Division, Will as a Patent Attor-

continued on next page.....

CC Newsletter

Fifty Years Ago....

On April 15, 1947 in Ebbets Field, Brooklyn, New York, Jack Roosevelt Robinson became the first African-American to play in the major leagues of baseball since Moses Fleetwood Walker played for the Toledo Mud Hens in 1884 (the American Association was recognized as a major league in that era). The informal "gentleman's agreement" to exclude blacks ended when Jackie Robinson, the fifth child of a sharecropper from Cairo, Georgia, played first base.

Jackie was a four-sport star at UCLA. He was an officer in the Army during WWII. In 1944 he refused to go to a seat in the back of an Army bus. He was court-martialed but acquitted, receiving an honorable discharge.

Jackie became Rookie of the Year (the award is now named for him), Most Valuable Player in 1949, and contributed to Brooklyn winning six pennants and its only world championship during his 10 years in the major leagues.

Jackie Robinson conquered over unbelievable circumstances: a threatened strike by several teams, legal

segregation during Spring Training, numerous death threats and intentional attempts to injure him during games. One memorable moment occurred in Cincinnati when teammate Pee Wee Reese, a southerner, walked across the diamond and draped an arm around Robinson's shoulder, standing with him in defiance of the crowd's mood.

Jackie died of a heart attack, brought on by diabetes, on October 24, 1972 at age 53. This year, each major league player will wear a patch on his uniform that reads: "Jackie

Robinson, 50 years, Breaking Barriers".

At the beginning of the World Series of 1947, I experienced a completely new sensation when the National Anthem was played. This time, I thought, it is being played for me, as much as for anyone else. This is organized major league baseball, and I am standing here with all the others; and everything that takes place includes me.

—Jack Roosevelt Robinson

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ney in the Intellectual Property Law Division.

IOC

Carrie Schaffner, Acquisition Law Division, left the office for a position with the Legal Group, ACALA, located at Rock Island.

Mary Fuhr, Acquisition Law Division, left the office for a position with the Rock Island Arsenal Legal Office.

Roger Corman, Acquisition Law Division, has ac-

cepted a position with the Department of Energy and will be leaving our office in May. Roger will certainly be missed, but he and his family are excited about heading West to beautiful Idaho. Good luck to you.

Bob Blackwood is leaving Pine Bluff Arsenal in April and heading west to Texas. Bob accepted a position with Corpus Christi Army Depot. Bob's new job as Depot Counsel is a promotion. Congratulations, Bob and best of luck.

ATCOM

James Casey, IP Branch retired effective 31 January 1997.

Abby Horowitz, transferred to Los Angeles, California 28 March 1997.

Anne Wright, Claims Examiner, left government for a position with United Van Lines.

Charles Blair, Procurement Law Division, PCSed to Huntsville, Alabama 11 April 1997.